

Exhibit D



Medical Directors Council

MeDC 11th Annual Update on Reproductive Health and Medical Leadership

Thursday, February 26, 2015 - Sunday, March 01, 2015

The Westin Orlando Universal Boulevard

888.627.7815

9501 Universal Boulevard

Orlando, Florida 32819

Sponsorship/Exhibitor/Advertising Terms and Conditions

The Medical Directors Council (MeDC) is the primary scientific and educational family planning conference for medical and social scientists, clinical providers and staff, and will feature CME/CEU accredited sessions that address a full range of services and research interests. MeDC recognizes that commercial enterprises in the medical and pharmaceutical sector ("Industry") play an important and valued role in the support of education. MeDC is greatly appreciative of the financial support provided by sponsors from Industry and is committed to maintaining a mutually beneficial partnership with Industry. For this reason, the acceptance of each Sponsor's support is conditioned upon their agreement to the following Terms and Conditions.

1. **PURPOSE AND USE OF SPONSORSHIP SUPPORT** -- The purpose of MeDC's sponsorship program is to further the education of the registrants. The exhibits and sponsored meetings must be educational and informative, emphasizing information about products and services useful to the registrants' practice and beneficial to the interests of their clients and patients. To this end, sponsorship donations shall be used to defray the costs of the conference generally.
2. **OBJECTIVITY AND ACCURACY OF INFORMATION** -- Upholding the utility and credibility of MeDC educational process and maintaining both the actuality and the appearance of propriety with regard to Industry presence is paramount to MeDC. MeDC and Sponsor wholeheartedly adopt the principles embodied in the Accreditation Council for Continuing Medical Education (ACCME) Standards for Commercial Support. Sponsorship slots are limited. MeDC reserves the right to accept or reject sponsorships in its own discretion, in consideration of meeting the educational, scientific or practice needs of conference attendees. MeDC may exclude sponsors and/or sponsorship materials that it deems inconsistent with MeDC policies or for any other reason MeDC deems in its best interests.
3. **DISCLOSURE OF SPONSORSHIP RELATIONSHIP** -- It is the policy of MeDC to insure balance, independence, objectivity, and scientific rigor in all direct sponsored or jointly sponsored educational activities. All presenters in any activities at MeDC are therefore expected to disclose to the activity audience any real or apparent conflict(s) of interest that may have a direct bearing on the subject matter of the presentation. For industry-sponsored presentations, this requires full disclosure -- both orally and in writing if applicable--of the sponsorship arrangement, the products/services sold by that sponsor, and the relationship between the speaker and the sponsor. The intent of this policy is to openly identify any potential conflicts of interest so that the listeners may form their own judgments about the presentation with the full disclosure of the facts.
4. **DISCLAIMER OF MeDC** -- Acceptance as a Sponsor does not imply MeDC support or endorsement for the Sponsor, its products, or its services and the Sponsor may not so state or imply. In the interest of full disclosure, MeDC and the Sponsor will state orally and, if appropriate, in writing, that their presentation represents the view of the Sponsor exclusively, and was not reviewed or endorsed by MeDC.
5. **INDEPENDENCE OF SALES AND PURCHASING DECISIONS** -- Under no circumstances shall the permission to conduct the sponsored event or educational session be related in any way for inducing or rewarding purchases or referrals of the Sponsor's products. Moreover, neither MeDC nor MeDC affiliates attending conference take sponsorships or the lack of sponsorships in account when awarding or renewing contracts or purchasing products or services.
6. **VOLUNTARY ATTENDANCE** -- Attendance at any Sponsored event is completely voluntary and is not related to any sales commitment or offer of discount, rebate or other sales-related benefit.
7. **CONTENT AND MATERIALS APPROVALS** -- The content, materials, and speakers for Sponsored sessions must be reviewed and approved by MeDC at least 21 days in advance of the session. MeDC may withhold approval of the session or cancel the presentation if it deems the presentation to be inaccurate, misleading, or contrary to law or the mission of MeDC.
8. **DISCUSSION OF UNAPPROVED PRODUCT OR UNLABELED USE** -- The Sponsor shall not promote products that are not FDA approved. Presenters must disclose to participants, preferably in writing through course materials, if any product discussed is not yet approved or is not labeled for the use under discussion.
9. **NO CME CREDIT** --Sponsored events may not offer continuing medical education credit.
10. **NAME BADGES** -- The costs for two (2) name badges for each Sponsor are included in the sponsorship fee, unless otherwise noted on the attached Corporate Sponsorship Opportunities flyer. Sponsors who also purchase exhibit space are entitled to

two name badges in addition to the two (2) name badges included with the booth space fee. Additional name badges can be purchased in advance at a cost of \$200 per badge. **Sponsors will not have access to the educational sessions.**

11. **OTHER** -- Any and all matters or questions not specifically covered by the preceding terms and conditions shall be subject solely to the discretion of MeDC. All questions of the Sponsor should be directed to MeDC through Vikky Graziani at Vikky.Graziani@ppfa.org.

EXHIBIT SPACE

1. Exhibit space is limited. MeDC reserves the right to award exhibit space only to those Exhibitors whose exhibits will best meet the educational, scientific or practice needs of conference attendees. MeDC may exclude Exhibitors whose products or services are not consistent with MeDC policies or for any other reason MeDC deems in its best interests.
2. The costs for two (2) name badges per exhibit booth are included with the exhibitor registration fee. Additional name badges can be purchased in advance at a cost of \$200 per badge. Exhibitor badges provide access to only the Exhibit Hall and invited social events. **Exhibitors will not have access to the educational sessions.**
3. Exhibit personnel must staff exhibit during ALL show hours.
4. All exhibit personnel MUST wear the official exhibit badge issued by MeDC and understand that such identification is required to gain entry into the exhibit hall. In addition, all exhibit personnel agree to register in advance for the conference. All Exhibitors agree to notify MeDC of all exhibit personnel by February 1, 2015 for badges and security purposes.
5. All display materials must be flame proof and are subject to inspection by the local Fire Department. No flammable fluids or substances may be used or shown in the booths. In accordance with MeDC's "No Smoking" policy, smoking of cigarettes, pipes or cigars will not be permitted in any of the exhibit areas during designated exhibiting times.
6. MeDC reserves the right to restrict the use of glaring lights or irregular lighting effects. Audio-visual and other sound and attention getting devices must be relevant to the exhibitors' products or services. They must not annoy or disturb other exhibitors.
7. Sufficient space must be provided within the exhibit booth to contain people watching demonstrations or other promotional activities. Each exhibitor is responsible for keeping aisle/aisles surrounding the exhibit booth free from congestion due to a demonstration or other promotional activity.
8. No signs or other articles shall be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner to deface or destroy them. Likewise, no attachments shall be made to the floors by nails, screws, or any devices that would damage them. All space is leased subject to these restrictions.
9. Exhibitors or their agents shall not injure or deface the walls or floors of the building, the booths, and/or the equipment or furnishings in the booths. The exhibitor will be held liable for any such damage caused by him or his agent. The exhibitor assumes full responsibility for complying with union regulations; local, city and state laws regarding sales taxes; and regulations concerning fire, safety, electrical wiring, and health.
10. No exhibitor shall assign, sublet, or share the space allotted without the advance knowledge and consent of MeDC.
11. The purpose of the Exhibit Hall is to further the education of conference attendees. Exhibitors must show only products manufactured or represented by their company in the regular course of business. Further, only products or services fully described on the first page of this Agreement may be included in the Exhibit. Exhibits must be of an educational character, shall not be primarily to attract or amuse, and must emphasize products or services for use in the attendee's medical practice, teaching, or research. Exhibitors may only distribute gifts to attendees if such gifts are professional in nature, are of nominal value, and come with no strings attached.
12. Character of Exhibits is subject to approval of MeDC. MeDC reserves the right to restrict exhibits that, because of noise, methods of operation, or for any other reason become objectionable or reflect unfavorably upon MeDC, and also to prohibit or evict without refund any exhibit (or parts of exhibits) or persons that in the opinion of MeDC may detracts from the general character of the exhibition. MeDC may, at its discretion, withhold or withdraw permission to distribute gifts to participants that are not in compliance with the policies stated in this Agreement or not considered professional in nature.

LEGAL AND COMPLIANCE MATTERS

1. If an Exhibitor cancels its space at any time, 100% of the booth costs will be retained. All cancellations must be made in writing to MeDC to the address on the first page of this Agreement.
2. MeDC represents that the fee paid by the Exhibitor or displaying promotional information about one or more of Exhibitor's products at the event noted above does not exceed the fair market value for the display.
3. Exhibitor and MeDC each agree that they shall comply with all applicable federal, state and local laws and regulations in performance of its respective obligations pursuant to this Agreement, including, without limitation, laws related to fraud, abuse, privacy, discrimination, disabilities, samples, confidentiality, false claims and prohibition of kickbacks.
4. The exhibitor agrees that during the life of this contract the exhibitor's company will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, age, religion, sexual orientation, or gender.

5. Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regard to their exhibit space, including but not limited to wheelchair access.
6. Acceptance of the display fee is not meant to serve as an obligation by MeDC, express or implied, to purchase, prescribe or otherwise support the Exhibitor's products. Inclusion of an Exhibitor in the Exhibit Hall does not imply MeDC support or endorsement for the Exhibitor's products or services and the Exhibitor may not so state or imply.
7. Performance of this contract is contingent upon the ability of MeDC and the Hotel to complete same and is subject to labor disputes, strikes or picketing, accidents, government (federal, state or local) requisition, restrictions upon travel, transportation, supplies, and other causes, whether enumerated herein or not, which are beyond the control of these entities. In no event shall they be liable for Exhibitor's loss of profit or other similar or dissimilar collateral or consequential damages. In no event shall the above entities' liability be in excess of the total amount of the exhibit fee contracted heretofore.
8. The parties to this Agreement shall be deemed for all purposes to be independent contractors and not an employee or agent of the other party.
9. The exhibitor assumes responsibility and agrees to indemnify and defend MeDC and the Hotel and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither MeDC nor the Hotel maintains insurance covering exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.
10. This Agreement shall be governed by the laws of the state of Florida, without giving effect to its conflict of laws provisions.
11. Any and all matters or questions not covered specifically by this Agreement shall be subject to the sole discretion of MeDC.

TERMS AND CONDITIONS OF ADVERTISEMENTS

1. Advertising space is limited. MeDC reserves the right to award advertising space only to those advertisements that will best meet the educational, scientific or practice needs of the conference attendees. MeDC may exclude advertisements not consistent with MeDC policies or for any other reason MeDC deems in its best interests.
2. Advertisement Specifications
 - All ads should have a one-inch border on all sides of the image.
 - Images should be set at a printable resolution (approximately 300 dpi). Acceptable file formats include: PDF, JPEG, EPS, and TIF. A combination of the desired resolution at the smallest reasonable file size is preferred. We can resize the ad if necessary. When in doubt, larger files are better than smaller files.
 - We cannot bleed print.
 - Ads should be e-mailed to Vikky Graziani at Vikky.Graziani@ppfa.org.
 - All ads must be received by close of business on February 7, 2015.
 - Full-page ad image dimensions: 8½" x 11"
 - Half-page ad image dimensions: 8½" x 5½" (horizontal) or 4½" x 11" (vertical)
 - Quarter-page ad image dimensions: 4½" x 5½"